# BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

**Enquiry No: BESCOM/GM-DAS/CS/OFC/24-25/10/Call-2**
**Dated: 21.09.2024**

## SECTION – II

# INSTRUCTION TO BIDDERS
# (ITB)

## Providing Point to Point Carrier Ethernet Services for DAS operations


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# SECTION-II

# INSTRUCTION TO BIDDERS

## A. INTRODUCTION

The General Manager, DAS, HSR Layout Bangalore–560102 on behalf of BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED invites Bids for **"Providing Point to Point Carrier Ethernet Services for DAS operations"** at Domlur, Dooravaninagar, Peenya, Yelahanka, Tannery Road, HSR Layout and Rajajinagar locations through KPP portal (www.kppp.karnataka.gov.in).

| | |
|---|---|
| 1. Tender Enquiry No. | BESCOM/GM-DAS/CS/OFC/24-25/10 /Call-2 Dated: 21.09.2024 |
| 2. Approximate Amount Put to Tender | Rs. 42,95,200/- (Rupees Forty Two Lakhs Ninety Five Thousand Two Hundred Only) |
| 3. Bid processing fee | Refer KPP website www.kppp.karnataka.gov.in |
| 4. Earnest Money Deposit | Rs. 85,910/- (Rupees Eighty Five Thousand Nine Hundred Ten Only) |
| 5. Date of availability of Bids | **23.09.2024, 16:00 Hours Onwards** |
| 6. Due date for submission of Bids | **01.10.2024 up to 16:00 Hours** |
| 7. Bid System | Two Cover System |
| 8. a) Date of opening of Techno-commercial bid<br>b) Date of opening of Price Bid | a) **04.10.2024, at 11:00 Hours onwards.**<br>b) Price bid will be opened in KPP portal after completion of techno-commercial evaluation. |
| 9. Name of the Work | Providing Point to Point Carrier Ethernet Services for DAS operations |
| 10. General Terms and Conditions | **Refer bid documents** |
| 11. Price Bid | The Bidder shall furnish Unit computed FORD price on the KPP in the option of "item wise bid commercial offer" and also furnish the breakup of prices in "Edit Break up of price quoted" option. The breakup of prices should contain Ex-works price, tax structure as applicable like Ex-works, CGST, SGST/ IGST, F&I etc., on KPP portal. |

## 1. ELIGIBLE BIDDERS

(a) a Bidder shall not be one of the following;

i. a firm or an organization which has been engaged by BESCOM to provide consulting services for the preparation related to procurement for or implementation of this Project,

ii. any association/affiliates (inclusive of parent firm) of a firm or an organization mentioned in subparagraph (i) above, or

iii. a firm or an organization who lends, or temporarily seconds its personnel to firms or organizations which are engaged in consulting services for the preparation related to procurement for or implementation of the project, if

(b) Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka.

(c) A firm shall submit only one bid individually. No firm can be a subcontractor while submitting a bid individually. A firm, if acting in the capacity of subcontractor in any bid, may participate in more than one bid, but only in that capacity. A bidder who submits or participates in more than one bid will cause all of the proposals in which the bidder has participated to be disqualified.

The BESCOM requires that Bidders/Suppliers/Contractors observe the highest standard of ethics during the procurement and execution of the contracts.

a) defines, for the purposes of this provision, terms set forth as follows;

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Government, and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Government of the benefits of free and open competition;

b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

## 2. ISSUE OF TENDER DOCUMENTS

Bidders can download the tender documents from KPP portal (www.kppp.karnataka.gov.in) from **23.09.2024, 16:00 Hrs onwards.**

a) Submission of tender documents.

All the Tender Documents shall be uploaded through KPP Portal on or before **01.10.2024, 16:00 Hrs.**

b) Opening of Technical bid:

The Technical bids will be opened on **04.10.2024, 11:00Hrs onwards** in the KPP Portal.

Price bids of Techno-commercially responsive firms will be opened after completion of Techno-Commercial evaluation.

## 3. QUALIFYING REQUIREMENTS OF BIDDERS

The Technical and Financial criteria of qualifying requirements are as specified in Section I – Invitation for Bidders under the clause 3 of "Qualifying Requirements".

**GENERAL CRITERIA**

1) Notwithstanding the above, if it is found that the performance vis-à-vis the Purchase Orders placed on the bidder by any Purchaser, is either behind schedule or not satisfactory, BESCOM will be at liberty to disqualify the Bidder and reject its bid at any stage of processing the bid.
2) Even though the Bidders meet above qualifying criteria, as per their statements they are subject to be disqualified if they have;
   - Made misleading or false representations in statements and attachments uploaded as proof of the qualification requirement and/or;
   - Record of poor performance such as poor quality of product, not properly completing the contract, inordinate delays in supply completion, or financial failures etc.,
   - Participated in the previous Tender for the same materials, had quoted unreasonably high tender prices and could not furnish rational justification.
3) In the event of the information furnished by the Bidder found to be false at any stage of tendering, BESCOM at its discretion may take action against such Bidders and may forfeit the bid security, disqualify the offer of such Bidder and blacklist the firm.
4) In the event of the information furnished by Bidder is found to be false during the execution stage, then the BESCOM at its liberty to cancel the Purchase Order other than forfeiting the Security Deposit against the Purchase Order and may blacklist the firm and recover the losses and levy liquidated damages.
5) The Bidders shall offer full quantity of the tendered material. Tenders with offered quantities less than the tendered quantity will be liable for rejection.
6) Quantities noted above are provisional and subject to change as per provisions of KTPP Act.
7) BESCOM reserves the right to cancel, withdraw, or modify the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of BESCOM consequently.
8) Conditional offers are liable for rejection.
9) BESCOM will not be responsible for not getting internet connection while downloading the Electronic Bid sheets/documents or while uploading their offers.
10) The tender not submitted through the KPP is liable to be rejected.

11) Any bid submitted in response to the tender shall confirm absolutely to the tender specifications and other conditions. Any deviation whatsoever wherever mentioned will make the bid liable for rejection.
12) BESCOM reserves the right to disqualify the bid if the deviation mentioned by the Bidder is not acceptable to BESCOM.
13) BESCOM reserves the right to call for the originals of documents uploaded as a proof of pre-qualifying requirements, of the successful L1 Bidder, for the purpose of verification before awarding the contract.
14) The Bidder shall have to be an entity registered in India in accordance with law.
15) The Bid in the language as prescribed by the tenderer.
16) The Bidder shall follow Indian laws regulations and standards.
17) The Tender fee and the Bank Guarantee shall be in Indian Rupees only.
18) Tendering by the agent shall not be accepted.
19) All disputes shall be settled as per applicable Indian laws and shall be instituted in Bengaluru only.

## 4. TYPE OF TENDER

Tender is invited in two tender document system as below:

### I. Part-I: TECHNO-COMMERCIAL BID

The Technical Documents shall be uploaded in KPP portal.

**Information required with technical proposal**

The documentary evidences in respect of qualifying requirements as specified under Clause 3 of IFB shall be uploaded by the bidder in the form of electronic/scanned copies in the KPP by the participating bidders.

| Sl. No | Qualifying Criteria | Documents to be uploaded |
|---|---|---|
| | **Technical Qualification Criteria** | |
| 1 | The Bidder should be in existence as any of the following:<br>a) Company incorporated in India under the Companies Act, 1956/2013 including any amendment thereto; | 1. Certificate of Incorporation issued by Registrar of Companies as per Companies Act 1956/2013 along with Memorandum of Association and Articles of Association of the Company.<br>2. Annual filings (E-Forms AOC-4, MGT-7) filed by the Company to Registrar of Companies (Ministry of Corporate Affairs, Government of India) for preceding two Financial Years.<br>3. Declaration from Directors of the Company stating that they are not disqualified to be a Director of the Company along with the list of Companies in which they are Directors as on the date of inviting tender (s) OR Bidder can upload form MBP-1. |

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| | b) LLP incorporated in India under the Limited Liability Partnership (LLP) Act, 2008 including any amendment thereto; | 1. Certification of Incorporation issued by Registrar of Companies as per LLP Act 2008.<br>2. Limited Liability Partnership Agreement of LLP.<br>3. Form 11-Annual Return filed by LLP to Registrar of Companies (Ministry of Corporate Affairs, Government of India) for preceding two Financial Years. |
| | c) Partnership Firm under Partnership Act, 1932 in India; | 1. Partnership Deed, GST Registration Certificate.<br>2. Shops & Establishment Registration Certificate, as applicable. |
| | d) Sole Proprietorship Concern | 1. PAN/GST Registration Certificate. |
| 2 | Bidder should have class A ISP license from Government of India. Telecom Service Provider since last 10 years & License validity should not be less than 5 years from the date of notification of this tender. | Bidder shall upload license copy having validity of next 5 years. |
| 3 | The Bidder should have valid ISO Certificate 27001 & 22301. | Bidder shall upload ISO Certificate. |
| 4 | The Bidder should have at least five years of experience in Enterprise space. | Bidder shall upload Purchase Order or Detailed Work Award issued on or before 2018-19 issued by an officer not less than the rank of Executive Engineer or equivalent rank officials. |
| 5 | The bidder should have satisfactorily completed (at least 80% of contract quantity), 32kms of link as Prime Contractor, at least two contracts involving Central/ State Government Department/ PSUs / Undertaking Electrical Utility/ Government bodies / Public /Private sector Utilities with at least one electric utility for a period of at least one year in last 3 financial years 2021-22, 2022-23 and 2023-24 (as on date of bid submission) of successful service to the client using bandwidth of 100 Mbps point to point Ethernet services for Critical Infrastructures (Power/Gas/Railways/Airports).<br><br>The value of such work should not be less than Rs. 34.36 Lakhs. | Bidder shall upload Client satisfaction certificate by an officer not below the rank of Executive Engineer or equivalent rank officials of Central/State Government Department/ PSUs / Undertaking Electrical Utility/ Government bodies / Public /Private sector Utilities in India and contact person details shall be enclosed. |

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| 6 | The Bidder should have a fully functional Customer Service Centre with 365 X 24 X 7 help Desk covering the above locations of BESCOM. | Bidder shall upload notarized Self-declaration on Rs. 500/- stamp paper as per the enclosed format. |
| 7 | Bidders who meet the above criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:<br><br>Assessed available tender capacity = (A*N*2.5-B) Where<br><br>A = Maximum value of work executed in any one year during the last five years (updated to FY2023-24 price level), taking into account the completed as well as works in progress.<br><br>N = Number of years prescribed for completion of works for which tenders are invited.<br><br>B= Value, at FY23-24 price level, of existing commitments and on-going works to be completed during the next 2 years. | Bidder shall upload the statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works as per the format prescribed in the Techno-Commercial sheet.<br><br>The bidder shall note that the value of pendency of work should be considered based on financial progress achieved in the particular work as on the date of bid submission.<br><br>The statement should be certified by an officer not below the rank of an Executive Engineer or equivalent. |
| **Financial Qualification Criteria** | | |
| 8 | The Annual turnover of the bidder shall not be less than Rs. 42.95 Lakhs in the line of business (Telecom Services) in at least any two financial years of the last five financial years (2018-19 to 2022-23). | Bidder shall upload certified copies of audited financial statements providing the turnover details for the last five preceding financial years viz. FY2018-19 to FY2022-23.<br><br>The bidder shall submit a certified copy of audited balance sheet and Profit & Loss statement for the preceding five years. |
| 9 | The Liquid Assets as on 31.07.2024 or at later date before last date of submission of technical bid. The liquidated assets consisting of cash in hand + cash in bank + Term Deposits + availability of fund based credit facilities in any of the Nationalized bank or Scheduled Bank shall not be less than Rs. 12.88 Lakhs.<br><br>The cash at bank and bank deposits as on 31.07.2024 or at later date before last date of submission of technical bid | The cash at bank, term deposits with bank and availability of fund-based credit facility as on 31.07.2024 or at a later date but before last date of submission of technical bid shall be supported by certificate issued by any scheduled/nationalized bank duly indicating the sanctioned, utilized and balance amount on given date and time as per annexed format. |

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| | shall be supported by certificate issued by any scheduled/nationalized bank duly indicating the balance on given date.<br><br>If bidder is having bank accounts in multiple banks. The cash at bank, bank deposits and fund based credit facility for the bidder it should be on the same date and time for all the banks.<br><br>In case of Fund based credit facility, the certificate issued by the scheduled/ nationalized bank duly mentioning the sanctioning limits / funds. | |

**General Requirements:**

| Sl. No | Qualifying Criteria | Documents to be uploaded |
|---|---|---|
| 1 | Even though the Bidders meet the above criteria, they are subject to be disqualified if they have:<br>a) made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or<br>b) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or<br>c) participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification; and/or<br>d) Black-Listed due to non-performance in execution of works by any Public Electrical Utility/Govt. utility as on date of bid submission; and/or<br>e) Defaulted/short closed due to non-performance in execution of works against the order placed by any Public Electrical Utility/Govt. utility as on date of bid submission. | The bidder shall upload notarized Self-declaration on Rs. 500/- stamp paper as per the enclosed format.<br><br>General Requirements Sl.No 1, 2 and 4 shall be combined in One notarized Self-declaration on Rs. 500/- stamp paper. |

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| 2 | Litigation History: Bidder should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the preceding five years i.e. FY 2019-20, 2020-21, 2021-22, 2022-23 and 2023-24.<br><br>A consistent history of awards involving litigation against the Bidder may result in rejection of Bid. | Bidder shall upload notarized Self-declaration on Rs. 500/- stamp paper.<br><br>General Requirements Sl.No 1, 2 and 4 shall be combined in One notarized Self-declaration on Rs. 500/- stamp paper. |
| 3 | Any Bidder from a country which shares a land with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority. | Bidder shall upload Registration certificate issued by the competent authority. |
| 4 | A certificate for having read the clauses is required to be submitted/uploaded by the Bidder separately in the following format:<br><br>*I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; I certify that this Bidder is not from such a country*<br><br>*Or, if from such a country, has been registered with the Competent Authority.*<br><br>*I hereby certify that this Bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)* | Bidder shall upload notarized Self-declaration on Rs. 500/- stamp paper as per the enclosed format.<br><br>General Requirements Sl.No 1, 2 and 4 shall be combined in One notarized Self-declaration on Rs. 500/- stamp paper. |

**Clarification to the above are as follows**

**NOTE-1**

i) "Bidder (including the term tenderer', Consultant/Supplier or service provider in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.

ii) "Bidder from a country which shares a land border with India" for the purpose of this Order means:-

*a) An entity incorporated, established or registered in such a country; or*

*b) A subsidiary of an entity incorporated, established or registered in such a country; or*

*c) An entity whose beneficial owner is situated in such a country; or*

*d) An Indian (or other) agent of such an entity; or*

*e) A natural person who is a citizen of such a country; or*

*f) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.*

g) The beneficial owner for the purpose of above clause will be as under;

1) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

*Explanation-*

- "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
- "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3) In case of an un-incorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

iii) In cases where sub-contracting is provided;

A certificate is required to be submitted/ uploaded by the Tenderer in respect on sub-contracting separately in the following format:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is

eligible to be considered (Where applicable, evidence of valid registration by the Competent Authority shall be attached)."

**NOTE-2**

i) 'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

ii) 'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

iii) 'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by the Government of India and includes Government companies as defined in the Companies Act.

iv) 'Works' means all works as per Rule 130 of GFR-2017 and will also include 'turnkey works'.

*"Self-declarations/auditor's accountant certificates submitted by the manufacturer/ supplier may be verified randomly by the committee constituted as per MoP Order 28.07.2020. In case of false documents/ misrepresentation of the facts requisite action against such manufacturer/ supplier will be taken based on the recommendation of the Committee."*

**NOTE-3**

No Deviation whatsoever, in the following conditions of the bidding documents is permitted.

1) Validity of offer.
2) Payment terms.
3) Price Basis.
4) Guarantee.
5) Change in offered quantity vis-à-vis the tendered quantity.
6) Security Deposit.
7) Penalty for delay.

Bidders are advised that while making bid proposals and quoting prices these conditions may appropriately be taken into consideration. Bids with deviations on the above are liable to be disqualified.

**II. Part-II: PRICE PROPOSALS**

The Bidder shall furnish Unit computed FORD price inclusive of all applicable taxes and duties on the KPP in the option of "item wise bid commercial offer" and also furnish the break-up of prices in "Edit Break up of price quoted" option. The break-up of prices should contain structure as applicable GST, F&I and etc., on KPP portal.

## 5. COST OF BIDING:

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and The General Manager (Ele.,), DAS, BESCOM, HSR Layout, Bangalore–560102 herein after referred to as "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bid process.

## B.THE BID DOCUMENTS

### 6. CONTENTS OF BID DOCUMENTS

The services required, Bidding procedures and contract terms are prescribed in the Bid documents. In addition to the Invitation for Bidders, the Bid documents include:

a) Invitation for Bidders (IFB)
b) Instruction to Bidders (ITB)
c) General Conditions of Contract (GCC)
d) Annexures

### 7. UNDERSTANDING OF BID DOCUMENTS

The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bid documents and fully inform himself as to all the conditions and matters, which may in any way affect the scope of work or the cost thereof. Failure to furnish all information required by the Bid documents or submission of a Bid not substantially responsive to the Bid documents in every respect will be at the Bidder's risk and may result in rejection of its Bid.

### 8. CLARIFICATION OF BID DOCUMENTS

a) If the prospective Bidder finds discrepancies or omissions, in specifications and document or is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for an interpretation/clarification, to BESCOM. The BESCOM, then, will issue interpretation(s) and clarification(s) as he may think fit in writing. After receipt of such interpretation(s) and clarification(s), the Bidder may submit his bid but within the time and date as specified in the Invitation for Bidders. All such interpretations and clarifications shall form a part of the Bidding Document and shall accompany the Bidder's Proposal.
b) A prospective Bidder requiring any clarification of the Bid documents may notify the Purchaser in writing or by e-mail at the Purchaser's mailing address indicated in the Invitation for Bidders on or before the date and time as mentioned in the KPP platform.
c) Verbal clarification and information given by BESCOM or his employee(s) or his representative(s) shall not in any way be binding on BESCOM.

### 9. AMENDMENT OF BID DOCUMENTS

a) BESCOM reserves the right to add/modify/delete any portion of this document by issuing an amendment. The amendment will be issued in KPP portal and such amendment will be binding on the bidders.
b) At any time prior to the deadline for submission of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid documents by amendment.
c) The amendment will be notified in KPP portal. BESCOM will bear no responsibility or liability arising out of non-acknowledgment of the same by all the prospective Bidders before submitting the Bid.
d) All prospective Bidders who have received the Bid documents will be notified of the amendment in e-portal, and will be binding on them.
e) In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, the Purchaser, at its discretion, may extend the deadline for the submission of Bids as deemed fit.
f) Such amendments, clarifications, etc, shall be binding on the Bidders and will

be given due consideration by the Bidders while they submit their bids and invariably enclose such documents as a part of the bid.

## C.PREPARATION OF BIDS

### 10. LANGUAGE OF BID

The bid and its correspondences, documents relating to the bid, exchanged by the Bidder & BESCOM shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

### 11. DOCUMENTS COMPRISING THE BID

a) The Bidder shall complete the Bid Form inclusive of Price Schedules, Technical Data Requirements etc. furnished in the Biding Documents as detailed above, indicating for the goods to be supplied and services to be rendered, a brief description of goods and services, quantity and prices and upload in the KPP portal.
b) The Bidder shall also upload documentary evidence in the KPP portal to establish that the Bidder meets the Qualification Requirements as detailed in IFB Clause 3.
c) SSI Certificate shall be uploaded with the Techno-commercial Bid, if applicable.
d) The EMD shall be paid in accordance with the EMD clause of this section.

### 12. PRICES

a) The Prices are **FIXED and FIRM** throughout the period of contract, except taxes. No price variation will be allowed. Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected.
b) Any variation in the rates etc., will not be allowed on any ground, such as a mistake while quoting in the KPP portal, misunderstanding etc., after the Bid has been submitted. If the firm becomes lowest Bidder by virtue of such rates quoted, and does not agree to supply at the quoted rates, the EMD of such firm will be forfeited and BESCOM reserves the right to blacklist the firm.

### 13. BID PRICES

Unless otherwise specified in the Tender Specifications, bidders shall quote for the entire facilities on a "single responsibility" basis such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the bidding documents in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the facilities. This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning, commissioning and integration of the facilities and, where so required by the bidding documents, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the bidding documents, all in accordance with the requirements of the General Conditions of Contract. Items against which no

price is entered by the Bidder will not be paid for by BESCOM when executed and shall be deemed to be covered by the prices for other items.

## 14. COST AND CURRENCY

The Bidders shall quote their offer as prescribed in the price Bid in Indian Rupees only including the following:

i. Cost of the equipment/material.
ii. Transportation and forwarding charges to the designated store.
iii. Insurance to cover equipment/material to cover up to installation/supply of equipment/material at the BESCOM site and handing it over to the BESCOM.
iv. All taxes, Duties and levies as applicable and split up details shall be uploaded.
v. Vendors have to make their own arrangements for obtaining road permits wherever needed.

## 15. TAXES AND DUTIES

a. The bidders have to quote GST and any other applicable Taxes prevailing as on date of bid opening and the same shall be clearly spelt out in the offer. **If no mention is made then prices quoted will be evaluated as inclusive of all taxes**.

b. GST will be paid as indicated by the Bidder in the Price Bid.

c. If there is any concession/reduction in the GST by the changes in the policies by the Central/State Government, the same shall be availed and passed on to BESCOM.

d. Any such Taxes, Duties, Levies etc or rates not considered by the Bidder but payable as applicable on the date of bidding shall be to Bidder's account and no separate claim on this behalf shall be entertained by BESCOM.

e. In case of deductions of statutory taxes, prevailing procedure will prevail.

f. As regards the Income Tax, Surcharge on Income Tax and any other Corporate Tax, BESCOM shall not bear any Tax liability whatsoever. The Bidder shall be liable and responsible for Payment of such Taxes as mandated under the provisions of the Law.

g. Before quoting, the Bidder shall ascertain from the concerned Tax Authorities of Government of Karnataka, the applicability of Work Contract Tax, Service Tax etc., in respect of this contract and include the same in the quoted Price. No separate Claim in this regard will be entertained by BESCOM, as it is the responsibility of the Bidder to pay all these Taxes.

h. If there is any enhancement in the statutory taxes like GST, due to change in policies by the Central/State Government then such enhanced taxes will be payable by BESCOM.

## 16. INSURANCE

The Bidder's insurance liabilities pertaining to the scope of works are detailed out in Clauses titled 'Insurance' in Clause 43 of General Terms and Conditions of Contract

(GCC). Bidder's attention is specifically invited to these clauses. Bid price shall include all the cost in pursuance of fulfilling all the insurance liabilities under the Contract.

## 17. EARNEST MONEY DEPOSIT (EMD)

a) The Bidder shall pay, as part of its bid, EMD for an amount as specified in Section I – Invitation for Bidders under the clause of "Tender Processing Fees and Earnest Money Deposit". The bid shall be valid for a period of 180 days from the date of opening of bids.

b) Permanent EMD will not be considered.

c) Unsuccessful Bidder's EMD will be discharged/returned as promptly after the issuance of Letter of Intent on successful bidder.

d) The successful Bidder's EMD will be refunded after submission performance guarantee, as per tender terms and conditions.

## 18. EMD FORFEITURE

a) The bid guarantee may be forfeited:

- If a Bidder withdraws/modifies its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- If a Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid pursuant to Clause 26 and Clause 28 or
- In case of a successful Bidder, if the Bidder fails to sign the Contract; or
- In case of a successful Bidder, if the Bidder fails to furnish the Performance Guarantee.

b) The EMD shall be submitted along with the bid through KPP portal.

c) No interest shall be payable by BESCOM on the above EMD.

## 19. PERIOD OF VALIDITY OF BID

a) Bids shall remain valid for 180 Days from the date of Bid opening. A Bid valid for a shorter period will be rejected as non-responsive.

b) In exceptional circumstances, Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (including e-mail). A Bidder may refuse the request without forfeiting his Bid security. A Bidder granting the request will not be required or permitted to modify its Bid.

## 20. FORMATS OF COMMERCIAL OFFER

The Commercial offers must not contradict the technical offer in any way.

# D.SUBMISSION OF BIDS

## 21. FORMAT OF BID

a) The Bids shall be uploaded through KPP portal only on or before the last date and time for submission of the Bid. Bids not submitted through KPP mode will be disqualified.

b) The Bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

c) All the documents in support of qualifying requirements shall be scanned and uploaded in the KPP portal. Failure to furnish the documentary evidences/supports electronically would result in outright rejection of their offers.

## 22. DEADLINE FOR SUBMISSION OF BID

a) Bids must be uploaded in the KPP portal on or before due date **01.10.2024 upto 16:00Hours** for Bid submission.

b) Purchaser may, at its discretion, extend this deadline for the submission of Bids by amending the Biding Document, in which case all rights and obligations of BESCOM and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

## 23. MODIFICATION AND WITHDRAWAL OF BIDS

The Bidders may modify or withdraw its Bid after the Bid's submission prior to the deadline prescribed for submission of Bids.

## 24. CLARIFICATION OF BIDS

To assist in the examination, evaluation and comparison of Bids, BESCOM may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

## 25. LATE BIDS

KPP portal automatically locks the Bid after the last date and time of receipt of Bids as mentioned in the KPP portal.

## E.BID OPENING AND EVALUATION

## 26. OPENING OF BIDS & PRELIMINARY EXAMINATION

a) The Techno-commercial bids will be opened **on 04.10.2024, 11:00Hrs onwards.**

b) Opening of bids will be carried out as per the schedule notified in the KPP portal by General Manager (DAS) on the specified date & time in the KPP portal.

c) The bids shall be examined to determine whether;

1. They are complete
2. The bidder satisfies the eligibility criteria
3. The required sureties have been furnished
4. The bids are generally in order.

d) BESCOM may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

## 27. EVALUATION OF THE TENDERS

**Techno – commercial evaluation**

a) A substantially responsive bid shall be one, which confirms basically to all terms and conditions of the bidding documents without deviations.

b) The techno-commercial bids shall be evaluated generally on the following points but not restricted to the same:

- Qualifying Requirements
- Completeness of the offer to carry out all work as per requirement.
- Acceptance for payment terms & confirming to all terms and other commercial conditions etc., as specified in the terms and conditions of the bid.

**Financial Evaluation**

a) The financial evaluation shall be carried out for the bid which are qualified as techno-commercial responsive and valid.

b) The comparison shall be on the basis of total cost for complete scope of work which shall include all costs as well as duties, levies and taxes.

## 28. PRELIMINARY EXAMINATION

a) Purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been uploaded, whether the documents are generally in order.

b) Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the lowest of the two will prevail. If the supplier does not accept the correction of errors, bid will be rejected and its Bid security may be forfeited.

c) Purchaser may waive any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bid.

d) Prior to the detailed evaluation, the Purchaser will determine the substantial responsiveness of each tender to the tender documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security. Warranty, Force Majeure, Limitation of liability, Applicable law, and GST, Taxes & Duties will be deemed to be a material deviation. The Purchaser's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

e) If a tender is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.

## 29. EVALUATION/COMPARISON OF PRICE BIDS

a) After opening the price Bids, price evaluation will be done based on the rate quoted by the Bidders in the KPP portal. Such price shall include all the costs including duties, levies, taxes and transportation and loading and unloading if any.

b) The purchase order will be placed on the successful Bidder, whose total quoted cost evaluated as least quoted among the technical responsive Bids in accordance with provisions of KTPP act & its amendments.

## 30. CONTACTING THE OWNER

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by BESCOM to the Bidders. While the bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, BESCOM and/or his employees/ representatives on matters related to the Bids under consideration. BESCOM, if necessary, will obtain clarifications on the Bids by requesting for such information from any or all the Bidders, either in writing or through personal contacts as may be necessary. Bidders will not be permitted to change the substance of the Bids after the Bids have been opened.

## 31. NEGOTIATIONS

It is absolutely essential for the Bidder to quote the lowest price at the time of making the offer in their own interest, as BESCOM will not enter into any price negotiations, except with the lowest quoting Bidder, whose offer is found to be fully technically compliant.

# F. AWARD OF CONTRACT

## 32. AWARD CRITERIA

The General Manager, DAS, BESCOM, Bengaluru will place the Purchase Order on the successful Bidder whose Bid has been determined to be substantially techno-commercially responsive and has been determined as the lowest evaluated Bid, in accordance with provisions of KTPP act and its amendments at the approved rate, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. BESCOM shall be the sole judge in this regard.

## 33. RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

BESCOM reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for BESCOM's action.

## 34. NO COMMITMENT TO ACCEPT LOWEST OR ANY BID

BESCOM shall be under no obligation to accept the lowest or any other offer received in response to this Bid notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. BESCOM will not be obliged to meet and have discussions with any Bidders, any or to listen to any representations.

## 35. NOTIFICATION OF AWARD

a) Prior to the expiration of the period of bid validity and extended validity period and satisfactory completion of proof of completeness, if any, BESCOM will notify the successful bidder in writing by registered letter/Email that their bid has been accepted.
b) BESCOM notifies the Successful Bidder that its bid has been accepted and issue a letter of Intent.

## 36. EFFECT AND JURISDICTION OR CONTRACT

The laws applicable to the contract shall be the law in force in India. The Courts of Bengaluru in Karnataka State shall have exclusive jurisdiction in all matters arising under the contract.

## 37. TERMINATION FOR DEFAULT

BESCOM may without prejudice to any other remedy for breach of Contract by 14 days written notice of default sent to the successful bidder, terminate the Contract in whole or in part.

a) If the successful bidder fails to deliver any or all of the goods/ items/services within the time period(s) specified in the Contract or any extension thereof granted by BESCOM.
b) If the successful bidder fails to perform any other obligation(s) under the Contract.

## 38. SIGNING OF CONTRACT

a) Within 7 (Seven) days on receipt of the notification of award (Letter of Intent), the successful Bidder shall sign and date the same and return it to BESCOM along with Letter of Acceptance.

b) The successful bidder will prepare the Contract Agreement as per the pro-forma specified by BESCOM and the same will be signed within 15 (Fifteen) days from issuance of Letter of Intent.

c) The successful bidder shall submit Performance Bank Guarantee (PBG) from a Nationalized Bank of India/Scheduled Commercial Banks (Public Sector or Private Sector Banks) as per the pro-forma enclosed within 15 (Fifteen) days from issuance of Letter of Intent.

d) BESCOM will release Detailed work award on establishment of links and meeting above criteria.

## 39. TIME – THE ESSENCE OF CONTRACT

The Time and Date of Completion of the Contract as stipulated in the Contract by BESCOM without or with modifications, if any, and so incorporated in the Letter of Intent, shall be deemed to be the essence of the Contract.

## 40. WORK SCHEDULE

a) The Contractor shall execute the work as detailed in the scope of work after the issue of Letter of Intent by BESCOM.

b) Any other items of work not specifically mentioned, but which are essentially required for satisfactory performance & completeness of these works shall be deemed to be included in the scope of works and the same shall be executed / carried out by the Contractor at mutually agreed rates with BESCOM.

c) The whole of the works together with any temporary works associated there with shall be carried out by the Contractor in a satisfactory and workmanship like manner with the materials and workmanship as specified to the entire satisfaction of the Engineer-in-charge, and in respect to work the decision of Engineer-in-charge will be final.

## 41. PAYMENT

a) The payment shall be made as specified in GCC Payment clause.

b) Invoices in Three copies should be submitted to the Office of GM (DAS), Payment will be arranged by Corporate office BESCOM, Bangalore against satisfactory completion of services and certification on bills by DAS officials and duly countersigned by GM (DAS), BESCOM.

c) All payments under the Contract shall be in Indian Rupees only.

## 42. PERFORMANCE BANK GUARANTEE

The successful bidder shall deposit an unconditional and irrevocable Performance Bank Guarantee (PBG) within 15 (Fifteen) days from issuance of Letter of Intent from a Nationalized Bank of India/Scheduled Commercial Banks (Public Sector or Private Sector Banks), payable on demand at Bangalore, for the due performance and fulfilment of the contract by the bidder.

The Performance Bank Guarantee shall be equal to 5% of the Contract Price. The Guarantee shall be valid till expiry of 90 (Ninety) days after the completion of the Contract period. In case of any changes in Security Deposit as per Government orders, Bidder has to adhere to government orders.

The PBG shall be furnished in format prescribed by BESCOM (shall be provided on receipt of LOI by the successful bidder). In case of furnishing Bank Guarantee, the same must be sent to us directly by the Banker. In the event of the supplier failing to deposit such security within the prescribed date BESCOM shall have full discretion to cancel the LOI and black list the firm at the discretionary of BESCOM. All charges what so ever such as premium, commission etc., with respect to the Performance Bank Guarantee shall be borne by the bidder.

The validity of the performance bank guarantee shall be as per the terms and conditions in the Performance Bank Guarantee mentioned in the General Conditions of Contract (GCC).

The Performance Bank Guarantee shall be discharged/returned by BESCOM upon being satisfied that there has been no due in performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee (PBG).

In the event of the bidder being unable to service the contract for whatever reason, BESCOM shall have the right to invoke the PBG. BESCOM shall notify the Bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.

BESCOM shall also be entitled to make recoveries from the Bidder bills, PBG or any other payment due, in case of any error/omission on bidder's part.

## 43. ADDITIONAL INFORMATION

For any technical support regarding KPP portal please contact KPP help desk;
Supports Timings: (9.00 am to 5:30pm)
Help Desk: +91-8046010000 +91-8068948777
Or
E-mail: support@eprochelpdesk.com

**Sd/-**
**General Manager,**
**DAS, BESCOM.**